The Department of Insurance (“Agency,” or “State”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an Offer.

**Brief Description:**

The Illinois Department of Insurance (IDOI) is soliciting proposals to select an Offeror to provide Project Management (PM) services to support implementation planning for the development of a State Based Marketplace (SBM) in Illinois.

Illinois Public Act 101-0649 required the Illinois Department of Healthcare and Family Services, in consultation with IDOI, to oversee a feasibility study that explored policy options to make health insurance more affordable and accessible for low- and middle-income residents. The study made six recommendations for policies based on their potential to improve or expand coverage. The development of an Illinois specific state-based exchange was one of the feasibility studies recommendations.

This past spring Illinois passed legislation to fully implement an SBM ([Illinois General Assembly - Full Text of Public Act 103-0103 (ilga.gov)](https://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=103-0103#:~:text=Public%20Act%20103-0103%20HB0579%20Enrolled%20LRB103%2004164%20CPF,The%20Department%20of%20Insurance%20Law%20is%20amended%20by)). As a result of P.A. 103-0103, Illinois is transitioning from a Federally Facilitated Marketplace for Plan Year 2024 to an SBM-Federal Platform for Plan Year 2025 to an SBM for Plan Year 2026. Plan years run from January to January, with open enrollment beginning in November. This initiative is new to Illinois, and this procurement will solicit the experience and expertise of an Offeror with significant experience working in this space.

The mission of the Illinois SBM is to increase access, enrollment, affordability, and choice for individuals and small group employers purchasing health insurance in Illinois. By providing easy to understand information about health plans, the SBM will provide an eligibility and enrollment system that helps guide consumers to the appropriate program – whether that is an SBM plan, Medicaid plan, or another state program - and give Illinoisans more control, quality choices, and better protections when selecting health insurance coverage.

The SBM will include a website, call center, and navigators across the state to personally assist consumers selecting or purchasing health plans. The SBM will also provide up-front financial assistance (e.g., tax credits) to eligible residents to reduce the cost of premiums. The aggressive implementation schedule, combined with the high degree of complexity of the SBM, requires a highly effective Project Management Team function that can support the implementation of SBM-related activities and requirements from preparing the SBM RFP to negotiating contracts to overseeing the SBM launch and beyond.

The resulting contract with the awarded Offeror shall have an initial term of five (5) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60. Subject to the maximum total term limitation, the Department of Insurance has the option to renew for the following terms: Four (4) years.

Please read the entire solicitation package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instruction pages with Offers.

Vendor Disclosure (formerly named Forms A), IPG Active Registered Vendor Disclosure (formerly named Forms B), and Business Enterprise Program. These sections are a material part of this solicitation and must be returned when applicable with an Offeror’s Offer.

**Offers that do not adhere to the form and content of the Request for Proposal requirements may not be considered.**

**Mandatory Requirements**

**M1.** The Offeror must be in operation for a minimum of five (5) years with a focus on providing PM services.

**Narrative:** (Vendor Response Here)

**M2.** The Offeror must have at least one qualification in managing a large public sector project or system implementation.

**Narrative:** (Vendor Response Here)

**M3.**  The Offeror must provide a PM Lead who has experience in operating a PM for a large-scale system implementation with specific expertise in managing contracted vendors and services. (Large-scale is defined as a minimum of $15M budget.)

**Narrative:** (Vendor Response Here)

**M4.** The Offeror must have experience implementing a State Based Marketplace (SBM).

**Narrative:** (Vendor Response Here)

SECTION 1.

Part

[Instructions for Submitting OffersA](#A).

[Selection of VendorB](#B).

[Offer to the State of IllinoisC.](#C)

[Specifications/Qualifications/Statement of WorkD.](#D)

SECTION 2

[PricingE.](#E)

**SECTION 3.**

[Standard Terms and ConditionsF.](#F)

[Exceptions to Solicitation and Contract Terms and ConditionsG.](#G)

[Subcontractor DisclosureI.](#I)

The following sections Vendor Disclosure (formerly named Forms A), IPG Active Registered Vendor Disclosure (formerly named Forms B), and Business Enterprise Program of the solicitation.

***Vendor Disclosure (formerly named FORMS A)***

*Complete this section if you are not using a State of Illinois Vendor Registration Number which represents registration in the Illinois Procurement Gateway (IPG).*

Business and Directory Information1.

Illinois Department of Human Rights Public Contracts Number2.

Authorized to Transact Business or Conduct Affairs in Illinois3.

Standard Illinois Certifications4.

State Board of Elections5.

Disclosure of Business Operations in Iran6.

Financial Disclosures and Conflicts of Interest7.

Taxpayer Identification Number8.

##### *IPG Active Registered Vendor Disclosure (formerly named FORMS B)*

*Complete this section if you are using an active State of Illinois Vendor Registration Number.*

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

Illinois Procurement Gateway Registration # and expiration date1.

Certification Timely to this Solicitation or Contract2.

Disclosure of Lobbyist or Agent3.

Disclosure of Current and Pending Contracts4.

*Complete these documents if this RFP contains a*

*Business Enterprise Program (BEP) goal.*

**Utilization Plan**

**SECTION 1.**

1. **INSTRUCTIONS FOR SUBMITTING OFFERS**

**Only Electronic Submissions through email of Bids and Offers will be Accepted.**

All documents composing a bid or offer must be emailed to <mailto:DOI.SBMProcurement@illinois.gov> as a zip file attachment.

* 1. **SUBMISSION OF OFFERS**: The Offer must be submitted in separate packets as indicated below and clearly labeled with the Request for Proposal title, and the packet number. The separate packets may be submitted together – Zip file.

|  |
| --- |
| **Subject Matter** |
| SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1 |
| PRICING – PACKET 2 |
| SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3 |
| Vendor Disclosure (formerly named FORMS A) or IPG Active Registered Vendor Disclosure (formerly named FORMS B) – PACKET 4 |
| REDACTED OFFER – PACKET 5 |
| MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6 |

The State publishes procurement information, including solicitations, awards, and amendments, for the State Based Marketplace on the Illinois Department of Insurance Procurement page: https://idoi.illinois.gov/aboutus/sbm-procurement.html. Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Illinois Department of Insurance website. The State will not be held responsible if Offeror fails to receive the optional e-mail notice of future amendments to the solicitation.

* 1. **INFORMATION CONTACT:** The individual listed in the “Info Contact:” on the Bulletin posting shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Information Contact. The State/Agency shall not be held responsible for information provided by or to any other person. Suspected errors should be immediately reported to the Information Contact. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the Information Contact.
  2. **OFFEROR QuestioNS AND AGENCY RESPONSE:** All questions pertaining to this solicitation must be submitted in writing to the Information no later than September 25th, 2023, by 12:00 PM (CST). Questions received and Agency responses may be posted as an Amendment to the original solicitation on the Agency’s procurement webpage; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Agency procurement webpage.
  3. **OFFER DUE DATE, and TIME, FOR SUBMISSION OF OFFERS**: Each solicitation contains the Offer Due Date and Time appearing as the “Bid Opening Date:” on the posting. Offers will be opened and posted on the Agency procurement webpage on the “Bid Opening Date:”

A.4.1. Offer Firm Time**:**  The Offer must remain firm for 120 days from opening.

A.4.2. Bid Due Date & Time

Date: October 16th 22, 2023 by 12:00 PM (CST)

* 1. **EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
  2. **GOVERNING LAW AND FORUM**: Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Offeror may view the full text at [*http://www.ilga.gov/legislation/ilcs/ilcs.asp*](http://www.ilga.gov/legislation/ilcs/ilcs.asp).
  3. **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State. All offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional attachments (of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

* 1. **RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an offeror does not comply with requests for information and cooperate, the State may reject the offer as non-responsive to the solicitation. Submitting an offer does not entitle Offeror to an award or a contract. Posting a vendor’s name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any offer. Awarded Offeror(s) shall not commence and will not be paid for any billable work undertaken prior to the date all parties execute the contract.
  2. **AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the responsive and responsible offeror whose offer best meets the specified criteria unless otherwise permitted by the and Illinois Administrative Code. However, if the State does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the offer, including the offeror's qualifications, the offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors. The State will post a notice to the Bulletin identifying the apparent most responsive and responsible offeror.
  3. **INVOICING ADDRESS:** The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

**Send invoices to:**

IL Department of Insurance

1. Attn: Fiscal - Brianna Haag-Brown
2. 320 West Washington Street
3. Springfield, IL 62767

Email: doi.vendorinvoices@illinois.gov

* 1. **PROTEST REVIEW OFFICE:**  Protest Review Office: Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 Ill. Adm. Code 1.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the DOI Website. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office’s information is as follows:

Attn: Protest Review Officer (Kathryn Williams)

Assistant General Counsel/Ethics Officer

122 S. Michigan Ave, 19th Floor

Chicago, IL 60603

* 1. **EVALUATION PROCESS:** The State determines how well offers meet the Responsiveness requirements. The State will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the offer or reflect the failure or deficiency in the evaluation.

* + 1. **RESPONSIVENESS**: A Responsive Offeror is one who submits an offer that conforms in all material respects to the Request for Proposal and includes **all required** forms.
       1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.
       2. If completing IPG Active Registered Vendor Disclosure (formerly named Forms B), then responsiveness may include and may not be limited to:
* Active Illinois Procurement Gateway registration # with expiration date
* Disclosure of lobbyists for Offeror and parent entity(ies)
* Disclosure of pending and current contracts
* Certifications timely to this solicitation
  + - 1. If completing Vendor Disclosure (formerly named Forms A), required forms may include and may not be limited to:
* Business and Directory Information: Offeror should complete and return the Business and Directory Information form in Vendor Disclosure, Part 1.
* Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contracts Number form in Vendor Disclosure, Part 2.
* Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Vendor Disclosure, Part 3.
* Standard Illinois Certifications: Offeror shall complete and return the Standard Illinois Certifications form in Vendor Disclosure, Part 4.
* State Board of Elections Registration: Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Vendor Disclosure, Part 5.
* Disclosure of Business Operations with Iran: Offeror should complete and return the Disclosure of Business Operations with Iran form in Vendor Disclosure, Part 6.
* Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Vendor Disclosure, Part 7.
* Taxpayer Identification Number: Offeror should complete and return the Taxpayer Identification form in Vendor Disclosure, Part 8.
  + - 1. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State’s needs may be accepted or corrections allowed. If no offeror meets a particular requirement, the State may waive that requirement.
      2. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance, and desired characteristics.
      3. The State will determine whether the Offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an offeror correct deficiency as a condition of further evaluation.
    1. **RESPONSIBILITY**: A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a “responsible” offeror; an offeror with whom the State can or should do business. For example, the State may consider the following:

.

* + - 1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents.  For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract.  No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods, or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs.  Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering a contract if the person or business:

1. initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or
2. responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.
   * + 1. Other factors that the State may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the offeror’s ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
       2. Awarded offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.
       3. The State may require that an offeror correct any deficiencies as a condition of further evaluation.
   1. **BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION AND UTILIZATION PLAN**: The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. If this solicitation is for non-construction supplies or services and contains a goal, then failure to submit a Utilization Plan by a non-certified BEP vendor shall render the Offer non-responsive. 30 ILCS 575/4(f). All questions regarding the subcontracting goal must be directed to the Agency Business Enterprise Program (BEP) Liaison prior to submission of proposals.

BEP Liaison: Michael Underwood

BEP GOAL: 11%

NIGP Codes: 958-77

Email Address: DOI.SBMProcurement@illinois.gov

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified as BEP vendors prior to the Bid Opening Date. Go to [*https://cei.illinois.gov/*](https://cei.illinois.gov/) for complete requirements for BEP certification. Go to [*https://ceibep.diversitysoftware.com/*](https://ceibep.diversitysoftware.com/) to search for certified BEP vendors.

**-END OF INSTRUCTIONS-**

1. **SELECTION OF VENDOR**
   1. The State may award to the most responsive and responsible Offeror whose Offer best meets the below criteria.
   2. The State determines how well Offers meet the responsiveness requirements. The State ranks Offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
   3. If a minimum point requirement has been set, the technical results shall determine if the minimum requirement has been met to move the proposal on to the pricing evaluation. Offerors who receive fewer than the minimum required total points (technical will not be considered for price evaluation and award).
   4. There are two parts to each proposal – technical, and pricing. Each part of the proposal is evaluated and ranked independently of the other parts of the proposal.
   5. If the State does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
   6. The responsiveness elements that the State evaluates without consideration of price, their relative weights in point format, and any minimum point requirements are denoted below.
      1. The total number of points for technical is 1000.

RESPONSIVENESS ELEMENTS

|  |
| --- |
| **Professional Qualifications**: The Offeror will demonstrate the professional qualifications and experience of the Offeror firm, including staff necessary for the satisfactory performance of the requested services. Successful vendors will have many years in operation providing project management (PM) services.  The offeror will provide the identity, and the resume for each assigned personnel including their designated role for this project and describe their qualifications, credentials, relevant education, and work experience. |
| **Staff Support:** The Offeror will provide an executive summary that demonstrates its understanding and ability to meet the Department’s needs.  The summary should include the offeror and staff’s capacity to both meet staff and consultant or Offeror specifications and perform time-sensitive tasks delineated in Sections B and D as well as related matters and describe in detail the offeror’s approach to completing this assignment. Successful vendors will have adequate staff and ancillary support needed to implement a state-based marketplace (SBM) and be able to provide further project management support after the SBM’s implementation. |
| **Identified Experience:**  The offeror will demonstrate its (staff) knowledge and experience:   * In providing both SBM-FP (federal platform) and SBM health policy support in both Illinois and Federal health benefits, programs, and tax credits and incentives. * In both Illinois and Federal rate review guidelines and procedures. * In both Illinois and Federal Medicaid eligibility, funding, and policies. * In both Illinois and Federal dual-eligible policies and requirements In Affordable Care Act administration, eligibility, rulemaking, and website design. * In drafting technical specifications to procure eligibility and enrollment platforms aligned with federal rules and regulations. |
| **Prior Performance:** The offeror will demonstrate its (staff) experience with previous clients including other government agencies and/or any available sources:   * In providing similar contract and corporate reorganization management (B.6.1) * In verifying completeness of filings related to statutory requirements (B.6.1) * In providing state-based marketplace (SBM) policy support (D.2) * In meeting both deliverables and milestones for major projects (D.3) * In providing status reports as required by state and federal mandates (D.3) * In adhering to cost controls set forth in state and federal budget guidelines (D.3) * In meeting minimum large-scale project manager stability standards (D.4) |
| **Specialized experience**: The offeror will demonstrate its (staff) experience and expertise related to the following areas:   * Experience in determining Marketplace and Medicaid eligibility (D.2) * Experience in state and federal statutory and regulatory compliance (D.2) * Experience in establishing SBM organizational charts and posting job openings (D.3) * Experience in implementing an SBM roadmap and providing roadmap updates (D.3) * Experience in risk management and quality assurance control (D.3) * Experience in communications planning and material dissemination (D.3) * Experience in providing three (3) both public and/or private PM services (D.4.5) |

1. Project Title: Illinois State Based Marketplace Project Manager

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

* 1. **SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes  No

* 1. **ADDENDA:** Offeror acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Offer.

Yes  No N/A

**OFFER SUBMISSION:** Offeror is submitting the correct Attachments, properly labeled and by the due date and time.

Yes  No

* 1. **VENDOR DISCLOSURE (formerly named FORMS A) or IPG ACTIVE REGISTERED VENDOR DISCLOSURE (formerly named FORMS B):** Offeror is properly submitting either Vendor Disclosure or IPG Active Registered Vendor Disclosure, but not both.

Yes  No

* 1. **Quote Attachment 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

Yes  No

|  |  |  |
| --- | --- | --- |
| C.8.1 | Offeror’s Proposed Solution to Meet the State’s Requirements | Yes  No |
| C.8.2 | Milestones and Deliverables | Yes  No |
| C.8.3 | Offeror/Staff Specifications | Yes  No |
| C.8.4 | Transportation and Delivery Terms | Yes  No N/A |
| C.8.5 | Where Services Are to Be Performed | Yes  No N/A |

* 1. **Quote Attachment 2** – **PRICING \*Only if pricing attachment is provided by the State.**

Yes  No

* 1. **Quote attachment 3 – OFFER**

Yes  No

|  |  |  |
| --- | --- | --- |
| C.10.1 | Offer | Yes  No |
| C.10.2 | Exceptions to Solicitation Contract Terms and Conditions | Yes  No N/A |
|  |  |  |
| C.10.4 | Subcontractor Disclosures | Yes  No N/A |
|  |  |  |

* 1. **Quote Attachment 4 – VENDOR DISCLOSURE (formerly named FORMS A)**

Yes  No

|  |  |  |
| --- | --- | --- |
| C.11.1 | Business and Directory Information | Yes  No |
| C.11.2 | Illinois Department of Human Rights Public Contracts Number | Yes  No |
| C.11.3 | Standard Illinois Certifications | Yes  No |
| C.11.4 | Disclosure of Business Operations in Iran | Yes  No |
| C.11.5 | Financial Disclosures and Conflicts of Interest | Yes  No |
| C.11.6 | Taxpayer Identification Number | Yes  No |

* 1. **Quote Attachment 4 – IPG ACTIVE REGISTERED VENDOR DISCLOSURE (formerly named FORMS B)**

Yes  No

|  |  |  |
| --- | --- | --- |
| C.12.1 | Illinois Procurement Gateway Registration # with expiration date | Yes  No |
| C.12.2 | Certifications Timely to this Solicitation | Yes  No |
| C.12.3 | Disclosures of Lobbyists and Pending Contracts | Yes  No |

* 1. **Quote Attachment 5 – REDACTED OFFER**

Yes  No

* 1. **Quote Attachment 6 – BEP UTILIZATION PLAN**

|  |  |  |
| --- | --- | --- |
| C.14.1 | Does this solicitation contain a BEP goal? | Yes  No |
| C.14.2 | Minorities, Women, Persons with Disabilities Participation and Utilization Plan | Yes  No  N/A |

1. **SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**
   1. **GOAL:**

Procure services of Illinois State Based Marketplace (SBM) consultant to provide project management (PM) and technical support to the Illinois Department of Insurance (IDOI), Illinois Department of Healthcare and Family Services (HFS), and other state agencies as necessary as the state works to set up the SBM. This PM will assist IDOI, HFS, and sister agencies as applicable to inform policy, fiscal, and technical decisions related to the state’s transition from a Federally Facilitated Marketplace to a State Based Marketplace. This advisor also will be critical in assisting IDOI in providing administrative, technical, and legal expertise to the Director of IDOI and support the Department as it begins the development of an SBM, and initiatives outlined in the State of Illinois Health Access and Affordability Study. This procurement will provide outside knowledge which will aid the departments in meeting the requirements to transition to an SBM. The consultant also will work with existing IDOI staff to create long range plans for the Department and ensuring progress toward IDOI goals and objectives.

* 1. **SUPPLIES AND/OR SERVICES REQUIRED:**
* Evaluate the extent to which Illinois can integrate and build on existing programs, as appropriate.
* Provide infrastructure to support the governance of policy decisions.
  + Schedule Management (creating timelines and meeting deadlines for key decisions)
  + Issue and Risk Management
  + Knowledge Management
* Monitor national and regional developments and policies involving health insurance Marketplaces.
* Identify and utilize existing resources and capabilities, as appropriate, throughout the planning period and determine need for additional resources.
* Recommend Marketplace governance structure and assist in draft legislation or rulemaking (if required).
* Identify and evaluate financial accounting, auditing, and reporting requirements and potential pathways to securing compliance.
* Identify existing technical infrastructure resources and needs.
* Create a business operations plan and policies for SBM.
* Prioritize a consumer-centric approach.
* Identify legislation and federal requirements needed to create, promote, and regulate the Marketplace.
* Develop a technical RFP for the procurement of the Marketplace Eligibility and Enrollment Platform in collaboration with IDOI, HFS, and other state agencies as applicable.
* Manage the selection process of the technology solution. This includes requirements definition, vendor evaluation and selection, system development, system transition, system integration, operations and maintenance, and performance metrics.
* Scope includes:
  + Strategic Planning
  + Project Planning
  + Deadline and Schedule Management
  + Performance Management
  + Risk Management
  + Issue Management
  + Contract Management
  + Cost and Budget Control Management
  + Knowledge and Document Management
  + Quality Assurance
  + Performance Metrics
  + Reliability Standards
  + Scope Management
* Provide State-Based Marketplace Health Policy Support. This function includes:
  + Provide input and analysis of federal and state policies.
  + Ensure SBM compliance with federal and state policy.
  + Implement policy-based business requirements for SBM and Medicaid.
  1. **MILESTONES AND DELIVERABLES – Similar exercise to above contract info vs graded material**

PM Roles and Responsibilities-finalized and approved by IDOI leadership.

* Organizational Chart
  + Standard Organization chart with defined roles for the SBM organization
  + Assist IDOI and the Governor’s office with SBM job posting and hiring processes.
* Implementation Road Map
  + Primary strategic plan that outlines high level projects across a three-year timeline. This will include duration and dependencies and be used to illustrate how all projects fit together to form the SBM.
* Project Plans and Schedules
  + For individual projects, these are used to identify and track detailed tasks. The plan details interdependencies amongst tasks, key project milestones, estimated time (budget and actual), critical path tasks, and resource accountability and considers resource schedules (vacations, holidays, etc.).
* Status Reports
  + Project status reports which summarize key information related to the status and health of the project in a format approved by IDOI.
  + Status reporting meetings are held at reasonable intervals (weekly or more frequent as required) with IDOI and other agency staff.
* RFPs
  + Support in producing customized RFPs for goods and services required for the SBM and fulfillment of the CMS Blueprint requirements. This may include RFPs for communications and marketing, IT, call center, and other contracts that may arise during SBM implementation.
* Cost Controls
  + Process for ensuring budgetary controls for implementation of the SBM platform and services as outlined in the blueprint.
  + Work towards keeping SBM launch at or under budget ($10 million total)
* Risk Management Process
  + Risk Management describes the process of identifying, recording, and mitigating project risks and their impact on the project. Risks are defined as uncertain events or conditions that can have a negative or positive effect on the objectives of the project.
* Issue Management Process
  + Support the recording, tracking, and resolving of issues that are impacting the program. This may include automated workflow tools, CRM, or software to support the issue management process.
* Communications Plan
  + The communication plan will identify stakeholders and detail communication mechanics and channels. The goal of this plan is to share timely information with affected parties and gather their valued input and experience.
* Communication Materials
  + Communication materials may include presentations, webinars, internal and external meetings, and other communication-based deliverables.
* Quality Assurance Plan
  + The Quality Assurance Plan defines the standards and goals the project team will perform to help ensure a high level of customer service, that measures and communicates results and that ensures that the quality of service remains high on each stage of delivery throughout the SBM transition.
* Organizational Change Management Plan (OCM)
  + The organizational change management (OCM) plan is used to ensure organizational changes are well planned, communicated, and executed effectively. The OCM plan should be used when the expected impact of the change brought by the project will affect people, processes, or technology. This plan may include training, coaching and knowledge transfer plans, readiness assessment plans, go-live support plans, post-implementation support plans, and budgetary considerations.
* Knowledge and Document Management System
  + Implementation of a core document management repository solution that captures all of the SBM’s documents, allows conversion files to digital format (when necessary), and provides a well-organized storage solution with appropriate tagging to make data easy to retrieve.
  + Includes processes for retaining, finding, and reusing files where data is stored. This includes version control, data backup, and access controls.
  + The Offeror will work with DOI and other agency staff to ensure the seamless use and, if applicable, interagency transfer of data, files, and storage. The Offeror will also work to institute and implement best practices for usage and transfers.
  1. **OFFEROR/STAFF SPECIFICATIONS:** The Offeror will meet the following specifications and submit as part of their proposal:

Please provide (3) specific client qualifications in the past 5 years that showcase the Offeror’s ability in providing similar PM Services for three (3) private or public-sector clients.

Qualifications should showcase:

* + - * Ability to facilitate and execute a strategic roadmap for a large-scale system implementation.
      * Ability to implement and manage effective contract management capabilities through the lifecycle (evaluation, selection, and maintenance).
      * Ability to implement an agile governance model that provides efficient and highly effective controls.

*These qualifications should be organized by a description of the client or scenario, an outline of the approach taken by the Offeror, and the results achieved. These should be concise (maximum of 2 pages for each qualification) and should provide the following essential information:*

Operational Stability: The Offeror must be in operation for a minimum of five (5) years with a clear focus on providing PM services.

Qualified Lead: The Offeror must provide a PM Lead who has experience in operating a PM for a large-scale system implementation with specific expertise in managing contracted vendors and services. Large-scale is defined as a minimum of $15M budget. The Offeror must provide a short bio for the lead and should include a full résumé as an attachment in the appendix.

System Implementation: The Offeror must have at least one qualification in managing a large public sector project or system implementation.

The Offeror may substitute a qualification, but this qualification should focus on system oversight and governance.

* 1. **OFFEROR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS:** Please either respond in the space below or in the following prescribed format:

D.6.1 TABLE OF CONTENTS: Offeror should include a Table of Contents as part of its Offer. Offers should be page numbered sequentially from front to back.

D.6.2 REQUIREMENTS: Offeror should respond using a corresponding numbering system as utilized within the RFP. Specifically, restate the number and text of each element of D.1 through D.4 Requirements in sequence, then provide detailed response to each Requirement.

* 1. **SUBCONTRACTING**
     1. Subcontractor allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive $100,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.
     2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.
     3. Any subcontracts entered prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).
  2. **WHERE SERVICES ARE TO BE PERFORMED**
     1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.
     2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.
     3. Location where services will be performed: (Vendor Response Here)
     4. Percentage of contract of services performed at this location: (Vendor Response Here)

**SECTION 2.**

1. **PRICING**
   1. **FORMAT OF PRICING:**
      1. Offeror shall submit pricing in the based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror’s price offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror’s entire Offer non-responsive and ineligible for award.
      2. Pricing shall be submitted in the following format: **Hourly format.** If Offeror will not use any of the support staff listed below in performance of the contract, they should mark N/A for the hourly rate.

Initial Term (5- Years) **Hourly Rate**

**Classifications**

Project Manager $

Administrative $

Other $

Other $

Other $

Renewal Term (4-Years) **Hourly Rate**

**Classifications**

Project Manager $

Administrative $

Other $

Other $

Other $

* 1. **TYPE OF PRICING:** Pricing pursuant to this contract is estimated.
  2. **EXPENSES ALLOWED:** Expenses are allowed as follows: Expenses must have prior approval by the Agency. Travel expenses will be reimbursed in accordance with regulation of the State of Illinois Travel Control Board.
  3. **TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.
  4. **OFFEROR’S PRICING OFFER:** 
     1. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
        1. Agency Formula for Determining Renewal Compensation: Please see Section E.1.2.

**SECTION 3.**

1. **TERM AND TERMINATION:**
   1. **TERM OF THIS CONTRACT**: This contract has an initial term of five (5) years.If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.
      1. In no event will the total term of this contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years.
      2. Vendor shall not commence billable work in furtherance of this contract prior to final execution of this contract except when permitted pursuant to 30 ILCS 500/20-80.
   2. **RENEWAL**: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): four (4) years in any one of the following manners:
      * 1. One renewal covering the entire renewal allowance;
        2. Individual one-year renewals; or
        3. Any combination of full or partial renewals up to any including the entire renewal allowance.
      1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.
      2. Any renewal of this contract is subject to the same terms and conditions as apply to the initial term of this contract unless otherwise provided in the pricing section. The State may renew this contract for any or all the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. This contract may neither renew automatically nor renew solely at the Vendor’s option.
   3. **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform this contract.

If Vendor fails to perform any material requirement of this contract to the State’s satisfaction, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, then the State shall provide written notice to the Vendor to cure the problem identified within the period specified in the State’s written notice. If not cured by that date the State may either:

(a) immediately terminate this contract without additional written notice or,

(b) enforce the terms and conditions of this contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

* 1. **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days’ prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
     1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.
  2. **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency’s funding by reserving some or all of the Agency’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Offeror will be notified in writing of the failure of appropriation or of a reduction or decrease.

1. **PAYMENT TERMS AND CONDITIONS:**
   1. **LATE PAYMENT**:Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the State. Payment terms contained in Vendor’s invoices shall have no force or effect.
   2. **EXPENSES**: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of this contract is prior to execution.
   3. **PREVAILING WAGE**: As a condition of receiving payment Vendor must:
      1. (i) be in compliance with this contract,

(ii) pay its employees prevailing wages when required by law,

(iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL)and are available on DOL’s official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov/>) to ensure understanding of prevailing wage requirements.

* 1. **FEDERAL FUNDING**: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the goods/services paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
  2. **INVOICING**: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed, and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
     1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency’s Illinois tax exemption number and Federal tax exemption information.
     2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

1. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
2. **SUBCONTRACTING**: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
3. **AUDIT/RETENTION OF RECORDS**: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s or subcontractor’s books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to Vendor’s performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS**: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE**: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.
7. **CONFIDENTIAL INFORMATION**: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.
8. **USE AND OWNERSHIP**: All work performed, or supplies created by Vendor under this contract, whether written documents or data, goods, or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights and waives all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
9. **INDEMNIFICATION AND LIABILITY**: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys’ fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor’s negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
10. **INSURANCE**: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days’ notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of $1,000,000 per occurrence; and (c) Worker’s Compensation insurance in the amount required by law. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any claims.
11. **INDEPENDENT CONTRACTOR**: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
12. **SOLICITATION AND EMPLOYMENT**: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency’s director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
13. **COMPLIANCE WITH THE LAW**: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses, and permissions necessary for the performance of this contract.
14. **BACKGROUND CHECK**: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor’s and subcontractor’s officers, employees, or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
15. **APPLICABLE LAW**:
    1. **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
    2. **EQUAL OPPORTUNITY:** The Department of Human Rights’ Equal Opportunity requirements are incorporated by reference. 44 Adm. Code 750.
    3. **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
    4. **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([*www.ilga.gov/legislation/ilcs/ilcs.asp*](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
16. **ANTI-TRUST ASSIGNMENT**: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor’s rights, title, and interest in and to the claim or cause of action.
17. **CONTRACTUAL AUTHORITY**: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
18. **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
19. **NOTICES**: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is received. By giving notice, either Party may change its contact information.
20. **MODIFICATIONS AND SURVIVAL**: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State’s and the Vendor’s terms, conditions and attachments, the State’s terms, conditions, and attachments shall prevail.
21. **PERFORMANCE RECORD/SUSPENSION**: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor’s performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period, or whether Vendor can be considered responsible on specific future contract opportunities.
22. **FREEDOM OF INFORMATION ACT**: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
23. **SCHEDULE OF WORK**: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
24. **WARRANTIES FOR SUPPLIES AND SERVICES**
    1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages, or expenses, including without limitation, reasonable attorneys’ fees and expenses arising from failure of the supplies to meet such warranties.
    2. Vendor shall ensure that all manufacturers’ warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State’s payment, acceptance, inspection, or failure to inspect the supplies.
    3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor’s ability to perform this contract.
26. **EMPLOYMENT TAX CREDIT**: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
27. Click here to enter text. agrees with the terms and conditions set forth in the State of Illinois Request for Proposal including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

|  |  |
| --- | --- |
|  | Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror’s exceptions accepted by the State thereto as set forth below. |
|  | **STANDARD TERMS AND CONDITIONS** |
| **Section/ Subsection #** | State the exception such as “add,” “replace,” and/or “delete.” |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  | **ADDITIONAL OFFEROR PROVISIONS** |
| **New Provision(s), # et. seq.** | **Section/Subsection New Number, Title of New Subsection**: State the new additional term or condition. |
|  |  |
|  |  |

By: Click here to enter text.

Signed:

Position: Click here to enter text.

Date: Click here to enter text.

1. If subcontracting is allowed by the Agency (see D.7.), then check Yes if subcontractors will be utilized or No if subcontractors will not be utilized.  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Standard Illinois Certifications completed by the subcontractor.

1. The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is Click here to enter text.
2. Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

* Subcontractor Name: Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of Work: Click here to enter text.

* Subcontractor Name: Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of Work: Click here to enter text.

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

1. For the subcontractors identified above, the Offeror must provide each subcontractor’s Financial Disclosures and Conflicts of Interest to the State as these are incorporated as a material term of the contract.
2. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor’s Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed IPG Active Registered Vendor Disclosure (formerly named Forms B) for the subcontractor.
3. If subcontracting is allowed by the Agency (see D.7.), then check Yes if subcontractors will be utilized, or No if subcontractors will not be utilized.  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Standard Illinois Certifications completed by the subcontractor.

1. The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is Click here to enter text.
2. Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

* Subcontractor Name: Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of Work: Click here to enter text.

* Subcontractor Name: Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of Work: Click here to enter text.

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